

# EXHIBIT D

**In The Matter Of:**  
*TALBOT 2002 UNDERWRITING vs.*  
*OLD WHITE CHARITIES*

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*JAMES C. JUSTICE, II*  
*August 22, 2016*

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*Min-U-Script® with Word Index*

<p style="text-align: right;">Page 9</p> <p>[1] the Pro-Am. And so all three guys did.</p> <p>[2] And at the time that we were doing that, I</p> <p>[3] said one of the components of The Greenbrier or Old</p> <p>[4] White Charities' insurance was the hole-in-one</p> <p>[5] insurance. And I, I told them, you know, about it,</p> <p>[6] about what we'd done in the past and all that kind of</p> <p>[7] stuff. And I told them how I wanted them to get it</p> <p>[8] insured. I told them, you know, that we, we wanted to</p> <p>[9] be able, on the first hole in one, to give away \$100 to</p> <p>[10] everybody that's in the stands. And I told them an</p> <p>[11] estimate on the number of people that were probably</p> <p>[12] going to be in the stands. And then I told them on the</p> <p>[13] second hole in one, you know, we wanted to give away</p> <p>[14] 500, and on a third hole in one a thousand.</p> <p>[15] I told --</p> <p>[16] Q Now, when was this conversation? The Pro-Am</p> <p>[17] you're talking about, is it the Pro-Am in connection</p> <p>[18] with the tournament?</p> <p>[19] A Yes. It's the Wednesday before the tournament</p> <p>[20] starts on Thursday.</p> <p>[21] Q Okay. Now, so you were having this discussion</p> <p>[22] with them the Wednesday before the tournament, or --</p> <p>[23] A No.</p> <p>[24] Q -- is this the year prior?</p> <p>[25] A No. It wasn't a year prior but it was</p>	<p style="text-align: right;">Page 11</p> <p>[1] marker -- I mean the tee markers, and so as far as the</p> <p>[2] yardage requirement, there could be no yardage</p> <p>[3] requirement. I told them that point blank, could be no,</p> <p>[4] because --</p> <p>[5] Q Yeah.</p> <p>[6] A Because -- let me finish, because in the</p> <p>[7] Pro-Am, you play at a significantly lesser yardage than</p> <p>[8] what the pros play later on in the week. And the</p> <p>[9] amateurs are playing from a tee marker of probably, you</p> <p>[10] know, if I were to go back and look, I would say at</p> <p>[11] 115 yards. So, so the amateurs played all at that. The</p> <p>[12] Bankers people played in the Pro-Am.</p> <p>[13] So my, my insurance reps played in the Pro-Am</p> <p>[14] trying to make a hole in one that counted towards this</p> <p>[15] payoff from a yardage that -- and all of them are</p> <p>[16] golfers. They're not just 30 handicappers, they're</p> <p>[17] golfers, you know. So they all played, so they knew</p> <p>[18] ever so well exactly what they were doing.</p> <p>[19] Q What I wanted to ask you, now, you previously</p> <p>[20] had had hole-in-one competitions the year prior;</p> <p>[21] correct?</p> <p>[22] A We have.</p> <p>[23] Q Okay. Did that policy contain a minimum</p> <p>[24] yardage requirement?</p> <p>[25] A I do not know that.</p>
<p style="text-align: right;">Page 10</p> <p>[1] probably, oh, I don't know, two or three months prior to</p> <p>[2] the tournament.</p> <p>[3] Q Okay. So it wasn't at the Pro-Am that was --</p> <p>[4] A No.</p> <p>[5] Q -- part of the tournament?</p> <p>[6] A No. No.</p> <p>[7] Q I misunderstood. I wanted to make sure.</p> <p>[8] A No. But at that time we discussed, we</p> <p>[9] discussed the prize money that we would be giving away,</p> <p>[10] what we'd basically be insuring. And we discussed the</p> <p>[11] number of days that we would insure that and how that it</p> <p>[12] would cumulative come into effect, meaning that we were</p> <p>[13] going to insure it for five days, inclusive of the</p> <p>[14] Pro-Am, and the Pro-Am would have basically 208</p> <p>[15] possibilities, because there was 52 teams in the Pro-Am,</p> <p>[16] and so 52 teams with four players on a team. And then</p> <p>[17] after that, after the Pro-Am on Wednesday, then on</p> <p>[18] Thursday there would be a full field. And I don't know</p> <p>[19] what the full field is, but it's close to 160 players.</p> <p>[20] And then Thursday/Friday you have 160 players, then</p> <p>[21] Friday/Saturday it's cut, and you have about 70 players</p> <p>[22] for Saturday/Sunday.</p> <p>[23] I also discussed with them that one of the,</p> <p>[24] one of the absolute requirements had to be that we had</p> <p>[25] no, we have no say as to where the PGA places the pin</p>	<p style="text-align: right;">Page 12</p> <p>[1] Q I'm going to show you a document.</p> <p>[2] MR. FIELDS: Let's mark this as Justice</p> <p>[3] Exhibit 1.</p> <p>[4]</p> <p>[5] (Justice Deposition Exhibit 1</p> <p>[6] was marked for identification)</p> <p>[7]</p> <p>[8] BY MR. FIELDS:</p> <p>[9] Q Sir, this is a, I will represent to you this</p> <p>[10] is an application for Old White Charities for the 2014</p> <p>[11] year through the National Indemnity Group.</p> <p>[12] A Okay.</p> <p>[13] Q Have you ever seen this document before?</p> <p>[14] A I have not.</p> <p>[15] Q Okay. This is the application. I would --</p> <p>[16] you're happy to look through it.</p> <p>[17] A Okay.</p> <p>[18] Q Okay. And this looks to me -- you said you</p> <p>[19] haven't seen it before. I'll represent to you, I think</p> <p>[20] this is a quote for the prior year's hole-in-one</p> <p>[21] coverage. Would you look at the middle of there, and it</p> <p>[22] lists the target hole information. See that --</p> <p>[23] A Okay.</p> <p>[24] Q -- on the first page?</p> <p>[25]</p>

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[1] Bankers people.

[2] Q Okay. And you did not review this

[3] application?

[4] A I did not.

[5] Q And you would agree with me that this

[6] application as it stands right here represents that any

[7] holes in one must be taken from a distance of at least

[8] 150 yards for all competitors?

[9] MR. PALAIS: Object to the form.

[10] MR. MASTERS: Object to form and foundation.

[11] BY MR. FIELDS:

[12] Q Okay. You can answer.

[13] A I can agree with you that if you just read

[14] this one sentence, that's what the one sentence says.

[15] Q And it's not marked through, correct?

[16] A It's not.

[17] Q And previously in item seven where they wanted

[18] to be a change, it was marked through; correct?

[19] A That's right.

[20] Q And would you also agree with me that the

[21] holes in one that were made on the first day of

[22] professional play, I guess that was Thursday, were from

[23] a distance of 137 yards?

[24] A That's what I understand, yes.

[25] Q All right. And, in fact, you were there, I

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[1] believe, at those, when those holes in ones were made;

[2] correct?

[3] MR. MASTERS: Objection as to form.

[4] BY MR. FIELDS:

[5] Q You can answer it.

[6] A I think I was there for one. And then they

[7] called me when the second one was made.

[8] Q And then --

[9] A I was on the property.

[10] Q Right.

[11] A Yeah.

[12] Q And you actually handed out money, did you

[13] not, to --

[14] A I did, on both.

[15] Q Okay. And so would you agree with me that

[16] regardless of anything that the policy says later, that

[17] based upon item 14, part 2, the holes in one that were

[18] taken were not made from a distance of 150 yards?

[19] MR. MASTERS: Object to the form --

[20] MS. VARNER: Object to the form.

[21] MR. MASTERS: -- of the question. Object to

[22] the foundation. And it's confusing.

[23] BY MR. FIELDS:

[24] Q You can answer.

[25] A You know, after, after the fact, I would say

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[1] the PGA, again, the PGA selects the site. You know, we

[2] have no jurisdiction whatsoever where they're going to

[3] put the tee markers. And after the fact and after all

[4] the lawsuits and everything else, I know, I know now

[5] that it was at 137 yards.

[6] Q Right, which we agree is less than 150 yards?

[7] A Right.

[8] Q Okay.

[9] A Or 138 or so.

[10] Q I think it was 137.

[11] A Okay.

[12] Q In fact, I don't think all these papers --

[13] let's mark this as Exhibit 4.

[14]

[15] (Justice Deposition Exhibit 4

[16] was marked for identification)

[17]

[18] MR. MASTERS: This is Exhibit?

[19] THE REPORTER: Four, sir.

[20] MR. MASTERS: Go ahead.

[21] THE WITNESS: I'd like to finish reading it

[22] (perusing document). Okay.

[23] BY MR. FIELDS:

[24] Q So if you look at Exhibit 4, this is a Golf

[25] Central Blog from the Golf Channel digest -- Golf

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[1] Channel Digital, excuse me. And this confirms that, on

[2] the third paragraph, that "George McNeill jarred a

[3] pitching wedge from 137 yards, earning \$100 apiece for

[4] each of the spectators with the foresight to arrive

[5] early."

[6] A Okay.

[7] Q Does this confirm your understanding that it

[8] was, the distance was 137 yards?

[9] A It does.

[10] Q Let me ask you, what was the purpose behind

[11] the hole-in-one event? Was it to drive attendance?

[12] A It was. It was.

[13] Q And out of curiosity, I think would it be fair

[14] to say that this is one of the lower population areas

[15] that holds a PGA Tour event?

[16] A It is.

[17] Q And so -- and you've had it for six years?

[18] A That's right. This, I think this was the

[19] seventh year or sixth year.

[20] Q This was --

[21] A I don't know.

[22] Q So, you know, just from demographics, in

[23] trying to generate attendance at a tournament like this,

[24] you probably want to try to get people to come, give

[25] them a reason to come; is that accurate?

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[1] A No. No. I mean, other than all the stuff  
[2] I've already told you.  
[3] Q Right. Okay. Understand, all I'm trying to  
[4] do is make sure --  
[5] A Oh, sure.  
[6] Q -- I understand what everybody's position is.  
[7] Now, there have been some allegations made  
[8] about damages that you have suffered from this  
[9] litigation.  
[10] A That's for sure.  
[11] Q Do you have any knowledge of that?  
[12] A I sure do.  
[13] Q Okay. What is that?  
[14] A Well, that's what I think is by far and above  
[15] the most serious thing. As far as the -- as far as what  
[16] we did in regard to coverage, you know, whether Bankers,  
[17] All Risk, I don't even know the insurance companies,  
[18] HCC, whomever is responsible for the 900,000, somebody's  
[19] responsible and it's not me. I will promise you that.  
[20] Because I was told -- I mean, I told everybody exactly  
[21] how to, how to bind the coverage.  
[22] You know, evidently someone, maybe myself,  
[23] approved the premium, the premium dollars. I was told  
[24] the insurance was bound. Hole in ones were made and  
[25] then, you know, somebody is not paying me. I gave money

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[1] away. I paid my premium. You know, somebody's  
[2] responsible. I don't know who exactly's responsible,  
[3] but somebody is dad-gum-well responsible.  
[4] But then it takes on a new life, and here's  
[5] the new life. And this is the life that I think, Paul,  
[6] that you should be way more concerned about than the  
[7] 900,000, and that is this. You have defamed Jim  
[8] Justice. And it's not in -- and not to take anything  
[9] away from the common everyday guy, but defaming Jim  
[10] Justice is a bigtime deal. It's a bigtime deal. And,  
[11] and you did that because HCC sued Old White Charities,  
[12] and they, and they named me, you know, which they didn't  
[13] have to do unless they were intentionally trying to hurt  
[14] me. And they did. They put it all over the newspaper.  
[15] It went viral. It went everywhere. Then I had to  
[16] contend with answering every question known to man and  
[17] everything else under the sun. That's probably what  
[18] they wanted to have happen, and they achieved that.  
[19] Now, in doing so, the next thing that you  
[20] should be the most concerned about is just this: When a  
[21] charitable organization loses its credibility, all kinds  
[22] of bad things start happening. Our sponsorship levels  
[23] from 2015 to 2016 when we were going to have the  
[24] tournament fell 45-plus percent. Our ticket sales fell  
[25] from a million-one and change on ticket sales down to

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[1] \$84,000, 92 or 3 percent. Absolutely it wrecked Old  
[2] White Charities all over the place and everything. It  
[3] wrecked, wrecked, wrecked. And it surely harmed me.  
[4] As far as the 900,000, somebody's going to pay  
[5] that, and I'll promise you that. But your problem is  
[6] far, far more reaching than the 900,000 on the, you  
[7] know, on the insurance claim, you know, for the hole in  
[8] one. Very, very foolish and silly move and everything,  
[9] and it's been very harmful. It's been very, very  
[10] harmful to Old White Charities and it's been harmful to  
[11] me.  
[12] Q Okay. So what was wrong -- you say it's been  
[13] harmful. What was done that was wrongful -- that was  
[14] harmful other than asking whether there was coverage for  
[15] this event?  
[16] A Well, I don't recall -- I mean, the papers  
[17] didn't run it that way at all. The papers ran it that  
[18] Justice never paid his premium and therefore he never  
[19] had the coverage from the insurance companies, and on  
[20] and on and on and on and on.  
[21] Now, and the other thing that is so bizarre to  
[22] me that's off the chart is, it's HCC's responsibility to  
[23] find out if Justice paid his premium. I mean, for God  
[24] sakes living, these people are in the insurance  
[25] business. These people are not, you know, country

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[1] bumpkins. I mean, HCC should have known that I paid my  
[2] premium and I paid it timely and everything. I can't  
[3] tell you what Bankers did, but I think that they paid  
[4] their invoice timely. And HCC runs off into the world  
[5] and sues me and, and puts out that I have not paid their  
[6] premium and on and on and on, you know.  
[7] Q Okay.  
[8] MR. FIELDS: Could we mark this as Exhibit 7?  
[9]  
[10] (Justice Deposition Exhibit 7  
[11] was marked for identification)  
[12]  
[13] BY MR. FIELDS:  
[14] Q Mr. Justice, I'm going to show you a document  
[15] that's marked as Exhibit 7. And the first page there is  
[16] an e-mail from Hugh Mooney at All Risk to Marshall  
[17] Fleming and Jeff Brugh, with some copies to Paul  
[18] Fleming, Mike Connatser and Ron Stierstorfer.  
[19] You can read the whole document, but I'd like  
[20] to direct your attention to the very bottom, the third  
[21] line from the bottom of the first page, which indicates  
[22] that the \$112,684.10 was wired to carrier 8/21/15, which  
[23] I'll represent to you is after the litigation was filed.  
[24] See that?  
[25] MR. PALAIS: Paul, excuse me. Where are you